

CITY OF MIDDLEBURG HEIGHTS, OHIO

Resolution No. 2021- **40**

Introduced By: Mayor Matthew Castelli

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF MIDDLEBURG HEIGHTS AND DECLARING AN EMERGENCY

WHEREAS, Ohio Revised Code Section 737.04 authorizes the legislative authority of any municipal corporation to enter into a contract with another municipal corporation, upon any terms that are agreed upon, for police protection services; and

WHEREAS, Ohio Revised Code Section 9.60 authorizes a governmental entity to contract with another jurisdiction to obtain fire protection or emergency medical services; and

WHEREAS, the City of Strongsville and the City of Middleburg Heights are both charter municipalities with constitutionally-granted home rule powers; and

WHEREAS, the City of Middleburg Heights seeks to obtain additional police and fire protection services from the City of Strongsville in the form of dispatch services ("Public Safety Services"); and

WHEREAS, it is the desire of the City of Strongsville and the City of Middleburg Heights to provide for public safety services in accordance with the terms and conditions set forth in the agreement for public safety dispatch services.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the Mayor is hereby authorized to enter into an agreement with the City of Strongsville for public safety dispatch services in accordance with the terms and conditions set forth in the *Agreement for Public Safety Dispatch Services Between the City of Strongsville and the City of Middleburg Heights*, a copy of which is attached hereto and marked "Exhibit A".

I, Mary Ann Meala Clerk of the Council of the City of Middleburg Hts., Ohio, hereby certify that Res. 2021-40 adopted by the Council of the City of Middleburg Hts., on 5/25/21 was posted for a period of fifteen days, beginning 5/28/21 and remained so posted for fifteen days at the two posting places as designated by Charter.

Mary Ann Meala
Clerk

Section 2: That to provide for current expenditures and expenses for the City of Middleburg Heights for the calendar year 2021, the following sums be appropriated from the General Fund:

Description	Increase/(Decrease)
Police-Wages & Fringe Benefits	\$ (262,500.00)
Police-Other-Contractual Services	\$ 262,500.00
Total Change to the General Fund	\$ ---

Section 3: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Section 4: That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and welfare of said City, and for the further reason that it is immediately necessary to authorize the consolidation of city dispatch services between the City of Middleburg Heights and the City of Strongsville to increase efficiency and improve services for the residents of Middleburg Heights. Wherefore, provided this Resolution receives the affirmative vote of at least two-thirds (2/3) of the members of Council it shall take effect and be in force immediately upon its passage and approval by the Mayor.

Passed: 5-25-21

David Bortolotto
President of Council

Attest: M Meala
Clerk of Council

Approved On: 5-27-2021

Presented to Mayor: 5/26/21

Matthew J. Costello
Mayor

	Yea	Nay
Bortolotto	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ali	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Meany	<input checked="" type="checkbox"/>	<input type="checkbox"/>
McGregor	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ference	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Grech	<input checked="" type="checkbox"/>	<input type="checkbox"/>

CERTIFICATE

I, Mary Ann Meala, Clerk of Council of the City of Middleburg Heights, Ohio, do hereby certify that the foregoing is a true and accurate copy of Res. 2021-40 passed on the 25th day of May 2021 by said Council.

Mary Ann Meala
Clerk of Council

AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES
BETWEEN THE CITY OF STRONGSVILLE, OHIO AND
THE CITY OF MIDDLEBURG HEIGHTS, OHIO

This Agreement is entered into as of this ___ day of _____, 2021, by and between the **CITY OF STRONGSVILLE, OHIO** ("Strongsville"), an Ohio Municipal Corporation, with principal offices located at 16099 Foltz Parkway, Strongsville, Ohio 44149, and the **CITY OF MIDDLEBURG HEIGHTS, OHIO** ("Middleburg"), an Ohio Municipal Corporation, with principal offices located at 15700 Bagley Road, Middleburg Heights, Ohio 44133.

WHEREAS, Ohio Revised Code Section 737.04 authorizes the legislative authority of any municipal corporation to enter into a contract with another municipal corporation, upon any terms that are agreed upon, for police protection services; and

WHEREAS, Ohio Revised Code Section 9.60 authorizes a governmental entity to contract with another jurisdiction to obtain fire protection or emergency medical services; and

WHEREAS, Strongsville and Middleburg are both charter municipalities with constitutionally-granted home rule powers; and

WHEREAS, Middleburg seeks to obtain additional police and fire protection services from the City of Strongsville in the form of dispatch services ("Public Safety Services"); and

WHEREAS, the Strongsville City Council on _____ passed Ordinance No. _____, authorizing this Agreement with Middleburg for public safety services; and

WHEREAS, the Middleburg Heights City Council on _____ passed Ordinance No. _____, authorizing this Agreement with Strongsville for purchase of public safety services; and

WHEREAS, it is the desire of Strongsville and Middleburg to provide for public safety services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

ARTICLE I – PUBLIC SAFETY DISPATCH SERVICES

A. **Dispatch Services:** Strongsville, through its dispatch center located at the City's Communications Center at 13213 Pearl Road, Strongsville, Ohio, ("Dispatch Center"), agrees to dispatch Middleburg Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Middleburg Police Department and the Middleburg Fire Department and other public safety resources generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function ("Dispatch Services"). Dispatch Services include but are not limited to the following: dispatching of Middleburg police, fire, EMS and service resources on emergency and non-emergency incidents, tracking and documenting the activity of Strongsville personnel providing dispatch services to Middleburg on incidents, providing communication support on

incidents, providing routine call information data, maintaining Dispatch Services to be Police LEADS capable, and fire station alerting system. The Dispatch Services including processing of calls, to be made available and provided to Middleburg shall be equivalent to those Dispatch Services that are provided to the City of Strongsville, and any and all other communities served by Strongsville Dispatch.

B. Dispatch Services Equipment: Strongsville shall furnish all equipment necessary to provide the Dispatch Services to Middleburg, including but not limited to all initial base station radio equipment, furniture, consoles and telephone equipment directly related to dispatch functions, and shall routinely maintain such equipment in a reasonable manner. Middleburg shall deliver to Strongsville any radio consoles and related equipment it owns or has control over. All decisions relating to the provision, maintenance, upgrading, and replacement of such equipment are and shall remain within the sole discretion of Strongsville. However, the parties agree that notice of major capital expenditures which may impact Middleburg shall be provided thirty (30) days prior to implementation.

Middleburg shall provide all equipment necessary to receive the Dispatch Services in the field provided by Strongsville, including portable radios, mobile radios, mobile data terminals, in-car radio equipment, video cameras and monitors, and any other communications equipment, and shall maintain and replace such equipment in a manner that ensures compatibility with Strongsville's provision of Dispatch Services. Middleburg agrees to update and/or replace all equipment necessary to receive the Dispatch Services provided by Strongsville as may be necessary to ensure the provision of Dispatch Services. Any equipment or radio consoles delivered by Middleburg to Strongsville under this Agreement shall be returned to Middleburg in the event that said Agreement is ever terminated.

Middleburg acknowledges that Strongsville in the future may incur additional costs in upgrading, repairing, and replacing equipment necessary to provide the Dispatch Services for the benefit of Middleburg and other communities. Middleburg and Strongsville agree to negotiate, in good faith, their respective responsibility for any such costs for the benefit of Middleburg that are not reimbursed by grants.

Middleburg shall be solely responsible to individually pay for its own user fees for such services as LEADS, CAD, RMS, MDC airtime, public notification, reverse 911 system, Code Red Alert System and staff call-in systems.

C. Personnel: Strongsville shall provide all personnel necessary to provide Dispatch Services to Middleburg. All staffing issues, including the number of dispatchers working at any given time, shall be determined by the Strongsville Chief of Police, Fire Chief and Safety Director. Strongsville shall be solely responsible for the management of all Dispatch Center personnel and all personnel-related issues are within the sole management discretion of Strongsville.

Strongsville agrees after the effective date of this Agreement and prior to the commencement of services date to increase the total number of dispatchers employed by Strongsville as necessary within its discretion to handle the increased volume of dispatch activity generated as a result of this Agreement. Any additional positions created shall be full-time bargaining unit positions. Thereafter, during the term of this Agreement, Strongsville will have the sole right within its discretion to hire and employ additional full-time dispatchers through the

Civil Service process, as well as additional part-time dispatchers independent of the Civil Service process.

The parties agree that, in the event this Agreement is terminated, Strongsville will experience a lack of work and/or lack of funds and will not be obligated to retain any new dispatch positions created by this Agreement. The parties further agree, in the event this Agreement is terminated, that layoffs of dispatch personnel shall occur in accordance with the collective bargaining agreement then in effect between the City of Strongsville and the Fraternal Order of Police Parma Lodge 15 (Dispatchers) or any other applicable agreement then in effect.

D. Operating Procedures/Operations: Control of operating procedures and operations for the dispatch center shall generally rest within the sole discretion of Strongsville. However, Strongsville agrees to undertake consultations in advance with Middleburg and any other contracting communities regarding any proposed material changes in operating procedures or policies, through a joint advisory board composed of two (2) representatives from each contracting community, being the Police and Fire Chiefs of each participating municipality/township or their respective designees. The board shall be established to meet periodically and make non-binding recommendations to the City of Strongsville concerning such operating procedures or policies, including but not limited to review, revisions and recommended changes concerning training standards and requirements; standard operating guidelines, policies and procedures; and purchasing and replacement of technical equipment to enhance operations and public safety. Supervision and management over dispatch personnel shall lie solely with the City of Strongsville. Notwithstanding the above, nothing undertaken by the City of Strongsville in connection with its operation of the dispatch center shall materially interfere with the standard operating procedures, response protocols, or other internal operations of the Middleburg or the other various individual contracting communities.

E. Payment for Dispatch Services: Middleburg, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) for the month of June, 2021 and each month thereafter until December 31, 2021, by the fifteenth (15th) of each month for Dispatch Services provided in that month.

The parties agree to meet directly and/or through the Advisory Board by October 1st of each calendar year, or such other date as is mutually agreeable, to evaluate the sufficiency of payments for future Dispatch Services and to discuss in good faith any proposed changes whether increases or decreases in user fees based on an operational cost analysis to include evaluation of costs distribution, changes in workloads, economies of scale and labor costs.

In any event, if workload volume directly related to Middleburg increases to a point that additional staffing becomes necessary, the City of Strongsville may within its sole discretion, but after consultation with Middleburg, increase monthly fees, and if announced by October 1st for the following calendar year. Notwithstanding, the parties further agree that the foregoing monthly payments shall increase, as necessary, to cover any additional expenses, including contractual wage increases, health insurance increases, and other personnel-related costs, associated with Strongsville's cost of employing the additional dispatch personnel necessary to provide Dispatch Services to Middleburg. Strongsville shall notify Middleburg, in writing, of any such additional expenses at least thirty (30) days prior to the effective date of any increase in payment to Strongsville for dispatch services.

F. No Obligation to Respond/No Liability: This Agreement is not intended to and shall not be construed to require Strongsville to respond beyond the dispatch function to calls or incidents whether of a law enforcement, fire or EMS basis, nor to otherwise provide law enforcement services for events that occur in Middleburg. In this regard, Strongsville shall have no liability or responsibility for the actions, errors, omissions or negligence of the Middleburg Police or Fire safety forces or service personnel in responding to any dispatch calls taken through the Dispatch Center. And Middleburg shall maintain proper levels of insurance in this regard. Notwithstanding this provision, Strongsville may render assistance in accordance with Ohio law, any current mutual aid agreements, and/or any current agreements for dispatch services.

ARTICLE II – TERM/TERMINATION

It is estimated that Strongsville shall begin providing the Public Safety Services at ten (10) a.m. on June 8, 2021 or as soon thereafter as Strongsville reasonably determines that all training, staffing, systems (including LEADS), and operational prerequisites are set in place and ready (“commencement of services date”). In the interim, the Middleburg shall continue to maintain their current dispatch services and shall provide necessary support to Strongsville for transition efforts. This Agreement shall remain in effect for an initial term of one (1) year, but will renew automatically from year to year unless terminated upon six (6) months advance written notice by either party terminating the Agreement, with or without cause for any reason or no reason.

ARTICLE III – PUBLIC RECORDS

The parties agree and acknowledge that records created pursuant to this Agreement may be public records under the Ohio Public Records Act and agree to coordinate with each other, in a timely manner, on responses to public records requests and with regard to determination of records schedules retention periods and times for destruction. Notwithstanding this provision, the parties agree that nothing in this Article shall be construed as limiting a party from responding to a public records request in accordance with Ohio law. Processes will be established to enable Middleburg to obtain access to its recordings of radio and telephone traffic.

ARTICLE IV – NOTICE

All notices required hereunder shall be in writing and delivered to the following addresses:

Strongsville:

Contact Name:	Mayor Thomas P. Perciak
Address:	16099 Foltz Parkway, Strongsville, OH 44149
Telephone:	440-580-3100
e-mail:	tom.perciak@strongsville.org

With a copy to:

Contact Name:	Neal M. Jamison, Law Director
Address:	16099 Foltz Parkway, Strongsville, OH 44149
Telephone:	440-580-3145
e-mail:	strongsville.law@strongsville.org

Middleburg Heights:

Contact Name: Mayor Matthew J. Castelli
Address: 15700 Bagley Road, Middleburg Heights, OH 44130
Telephone: 440-234-8811
e-mail: jstupka@middleburgheights.com

With a copy to:

Contact Name: Santo T. Incorvaia, Law Director
Address: 15700 Bagley Road, Middleburg Heights, OH 44130
Telephone: 440-234-8811
e-mail: sincorvaia@middleburgheights.com

Any notice or communication shall be deemed effectively given (a) on the date of delivery, if delivered by hand or (b) on the date mailed if sent by overnight express delivery or U.S. Mail.

ARTICLE V – CERTIFICATION OF FUNDS

Ohio Revised Code Section 5705.41 requires Middleburg to certify that the funds necessary to pay for this Agreement have been appropriated and either collected or are in the process of collection. Middleburg and Strongsville acknowledge and agree this Agreement may automatically renew, and does not provide for a specified final term or end date.

Middleburg, in accordance with Ohio Revised Code Section 5705.41, will initially certify and shall re-certify this Agreement each year it is in effect for such amounts as may be required to ensure its respective obligations under this Agreement. Upon obtaining the appropriation of additional funds, the Agreement shall be re-certified by the Treasurer or Finance Director of Middleburg; and a copy of the additional certification shall be provided to Strongsville's Finance Director.

Failure to certify additional funds, as required by this Agreement, shall be grounds for immediate termination of this Agreement.

ARTICLE VI – MISCELLANEOUS PROVISIONS

A. **Entire Agreement:** This Agreement represents the entire and integrated agreement between Strongsville and Middleburg concerning the within subject, and supersedes all prior negotiations, representations or agreements, either written or oral.

B. **Modification of Contract:** It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties and duly approved and authorized by each party's legislative authority in accordance with the laws of the State of Ohio and of each individual party.

C. **Multiple Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

D. Assignment of Contract: Neither party shall assign, delegate, or subcontract any portion of the Dispatch Services without prior written express approval of the other party.

E. Choice of Law/Forum: This Agreement shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the law of Ohio. Any controversy or claim related directly or indirectly to this Agreement will be resolved in the appropriate court in Cuyahoga County, Ohio.

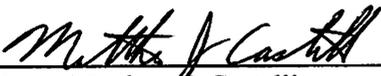
F. Severability: If any provision of this Agreement, or any covenant, obligation or agreement contained here is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

G. Other Similar Agreements by Strongsville: Nothing in this Agreement is intended to nor shall it serve to in any way limit the sole and unfettered discretion of the City of Strongsville to contract with other municipalities, townships or political subdivisions for dispatch services and to establish appropriate fees for such purpose totally independent of the arrangement and fees determined for services provided under the within Agreement.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the _____ day of _____, 2021.

CITY OF MIDDLEBURG HEIGHTS
("MIDDLEBURG")

CITY OF STRONGSVILLE
("STRONGSVILLE")



Mayor Matthew J. Castelli
City of Middleburg Heights

Mayor Thomas P. Perciak
City of Strongsville

Approved as to form:


City of Middleburg Heights Law Department
Santo T. Incorvaia, Law Director
15700 Bagley Road
Middleburg Heights, OH 44130
440-234-8811

Approved as to form:

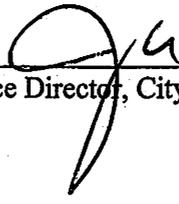
City of Strongsville Law Department
Neal M. Jamison, Law Director
16099 Foltz Parkway
Strongsville, OH 44149
440-580-3145

INITIAL CERTIFICATION OF AVAILABLE FUNDS

I certify that the money required to meet the first year of this proposal has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the

credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

5/27/2021
Date



Finance Director, City of Middleburg Heights